



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Agreement for Purchase of Neighborhood Park Site in Bridgetowne, Unit No. 1 (\$660,000)

MEETING DATE: November 6, 1996

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council approve the Agreement for the purchase of a neighborhood park site in Bridgetowne, Unit No. 1; direct the City Manager and City Clerk to execute the Agreement on behalf of the City; and authorize the transfer/allocation of funds in accordance with the terms of the Agreement.


BACKGROUND INFORMATION: The Park, Recreation and Open Space Master Plan includes a future neighborhood park (identified as Woodbridge Park in the Master Plan) within the boundaries of the proposed Bridgetowne development. In conformance with the Master Plan, staff has negotiated an agreement for acquisition of the park site with Chris R. and LaVeta Keszler and A. Fred and G. Camy Baker, the developers of the Bridgetowne project. The Agreement addresses reimbursement for the park site, installation of off-site street improvements fronting the park site, and installation of specified on-site improvements within the park. The Agreement is attached as Exhibit 1 and the proposed park site is shown in the Agreement as Exhibit A.

The Bridgetowne development is in Priority Area Two for residential development and is developing prior to the time anticipated in the Development Impact Mitigation Fee Program. In conformance with LMC §15.64 and 16.40, the Agreement has been structured to provide reimbursement from Parks and Recreation Development Impact Mitigation Fees through a combination of credits for the fees required for the Bridgetowne project and future fees collected from nearby parcels as they develop. The areas from which reimbursement shall be made are shown on Exhibit B of the Agreement.

In addition, the developer shall retain ownership and maintenance responsibilities for the park site until acceptance by the City of all the required improvements (street frontage, irrigation system, turf and trees).

Staff recommends that Council approve the Agreement and direct the City Manager and City Clerk to execute the Agreement on behalf of the City. Staff also recommends that the Council authorize the transfer/allocation of funds from the Parks and Recreation Development Impact Mitigation Fee Fund in accordance with the terms of the Agreement.

FUNDING: Parks and Recreation Development Impact Mitigation Fee funds


Jack L. Ronsko
Public Works Director

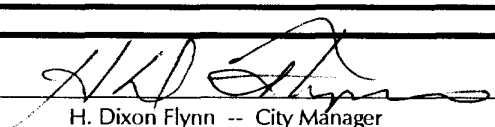
Prepared by Sharon A. Welch, Associate Civil Engineer

JLR/SAW/lm

Attachments

cc: Associate Civil Engineer - Development Services
Baumbach & Piazza
Mr. Fred Baker
City Attorney

APPROVED: _____


H. Dixon Flynn -- City Manager

WHEN RECORDED, RETURN TO:

City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 1996, by and between CHRIS R. KESZLER, LA VETA KESZLER, A. FRED BAKER AND G. CAMY BAKER, hereinafter "Developer", and the CITY OF LODI, a municipal corporation, hereinafter "City".

W I T N E S S E T H:

WHEREAS, Developer is the owner of that certain parcel of land known as Bridgetowne, Unit No. 1, Tract 2133 of Subdivisions, San Joaquin County and the remaining portions of the Bridgetowne development as shown in Exhibit A; and,

WHEREAS, Developer wishes to develop said Tract in conformance with City development ordinances and policies; and,

WHEREAS, within said Tract is located a planned neighborhood park as shown in the City's Parks, Recreation and Open Space Master Plan; and,

WHEREAS, City's Development Impact Mitigation Fee Ordinance contains provisions for acquisition and improvement of neighborhood parks on a schedule consistent with the City's Residential Growth Management Plan and Capital Improvement Program ; and,

WHEREAS, Developer intends to develop said Tract prior to the time said neighborhood park is scheduled to be acquired and constructed; and,

WHEREAS, Developer and City both desire to provide for orderly development of the neighborhood park in conjunction with said Tract; and,

WHEREAS, the most practical way to compensate Developer for development of the neighborhood park is a combination of fee credits and future reimbursements of Parks and Recreation Development Impact Mitigation fees received as adjacent properties develop;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Developer shall sell and City shall purchase that certain parcel of land more particularly described below pursuant to the stated terms and conditions:

A. Developer shall deliver to City a grant deed for that certain real property in the County of Joaquin, State of California, as shown on Exhibit A attached hereto, and described as:

Lot 1 of Bridgetowne Unit No. 1 containing 5.50 gross acres (including street frontage) and 4.67 acres net.

B. Said deed shall be delivered to City upon completion by Developer and acceptance by City of park irrigation and landscaping improvements constructed to City specifications.

2. The sales price shall be One Hundred Twenty Thousand Dollars (\$120,000) per gross acre for a total of \$660,000.00, which shall be payable upon transfer of title as follows:

A. Developer shall receive Ten Thousand Dollars (\$10,000) in cash at the time the deed is recorded by the City.

B. Developer shall receive credit for any and all Parks and Recreation Development Impact Mitigation Fees due and payable on the Bridgetowne development as the property is developed.

C. Insofar as such cash payment and credits for Parks and Recreation fees described above may not cover the purchase price and improvement costs to be paid by City, Developer will be reimbursed the balance from Parks and Recreation fees paid by other properties at such time as said properties develop. The area from which said reimbursement shall be made is limited to that shown on Exhibit B.

D. The payment of such fees by other properties shall be the sole source of revenue for reimbursement of the balance due Developer, and such reimbursement shall not be payable until funds are actually received by City and in accordance with this agreement.

3. Developer shall be entitled to an amount attributable to interest on the balance of the purchase price owed to him in an amount equal to the annual percentage change of the Engineering News Record (ENR) 20 Cities Construction Cost Index. The balance due shall be calculated in January and July of each year beginning January 1998 by the following formula: (ENR January 1 or July 1 of current year divided by ENR six months prior) X (balance due six months prior less credits and payments made during the previous six months). City shall provide a summary of balance, credits, payments and adjustments to Developer every six months.
4. Developer, pursuant to plans and specifications approved in advance by the City, shall grade the park site and install all standard off-site improvements fronting the park in conjunction with the development of Unit No. 1 of Bridgetowne. Upon completion and acceptance of the improvements by City, the cost of said improvements as approved by the City Engineer, shall be added to the reimbursable costs and shall be repaid in accordance with Section 3 of this Agreement.

5. Developer, pursuant to plans and specifications approved in advance by the City, shall install an irrigation system comparable to those being installed in other new City parks, turf and trees within the park. Upon completion and acceptance of the improvements by City, the cost of said improvements as approved by the City Engineer, shall be added to the reimbursable costs and shall be repaid in accordance with Section 3 of this Agreement.
6. In the event the estimated cost of the improvements described in Sections 4 and 5 exceed the amount of Parks and Recreation Development Impact fees due on Bridgetowne, City shall either participate in the cost or redesign the project to reduce the cost to the amount of said fees.
7. Developer shall be responsible for the park site, including, but not limited to, maintenance, dust control and taxes until the site is acquired by the City in accordance with the agreement.
8. Title to the property demised hereunder shall pass free of any liens or encumbrances except current taxes due, if any. Developer shall obtain and provide to the City at the time title passes, a release of any and all liens, mortgages, or encumbrances on the portion of his property conveyed to the City under this agreement. Title insurance, documentary stamps, and escrow fees (if any) shall be the responsibility of the City.
9. The rights to any reimbursements hereunder are deemed personal to Developer and shall not run with the land on the remainder of Developer's property, except the fee credits described in Section 2 above.
10. City shall be responsible for all other park improvements including internal walkways, lighting, special grading and park amenities. Developer shall cooperate with City in the event City wishes to install all or a portion of these improvements in conjunction with other park work by Developer.
11. City agrees to design the park improvements to be complementary to the design of the Bridgetowne development as determined by the City. However, any entry features to be installed in the street or at the southwest corner of the park in conjunction with an entry feature on the opposite side of the street shall be the responsibility of Developer, for both installation and maintenance costs. Land area for said feature shall be deducted from the areas shown in Section 1 and the price adjusted accordingly. City shall allow Developer to deed entry features, Turner Road street lighting and landscaping to a lighting and landscape district so long as the District contains adequate provisions for installation and maintenance.
12. It is agreed that time is of the essence. This agreement may be recorded and shall inure to the benefit of the heirs, successors, or assigns of Developer. In connection therewith, notice may be mailed to Developer at:

In the event a reimbursement due hereunder is unclaimed for two (2) years from the date of mailing, it shall revert to the City. It shall be Developer's responsibility to notify City of any change of address.

13. Herein is set forth the entire agreement between the parties. The performance of these conditions constitutes full performance and shall relieve City of all further obligations or claims.
14. In the event either party hereto breaches the terms, conditions and covenants of this Agreement, then, the prevailing party in any suit to enforce this Agreement or restrain the breach thereof, shall in addition to any other relief or damages awarded, be entitled to a reasonable attorney's fee and all costs of suit to be set and determined by any court of competent jurisdiction and added to any judgment obtained.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

CITY OF LODI, a Municipal Corporation

DEVELOPER

By: H. Dixon Flynn, City Manager

ATTEST:

Jennifer Perrin, City Clerk

APPROVED AS TO FORM:

Randall A. Hays, City Attorney

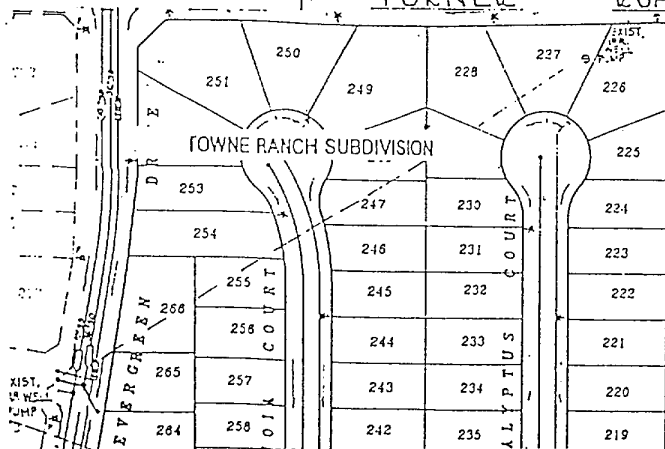
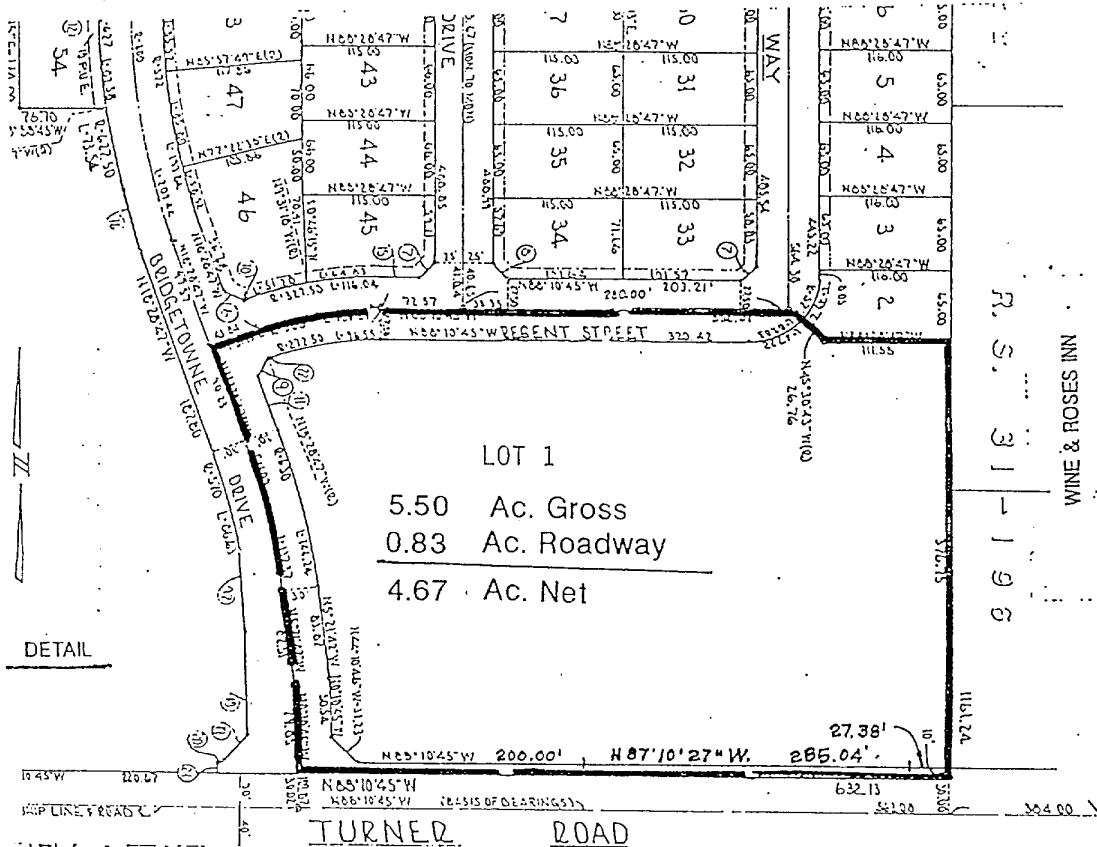


CITY OF LODI

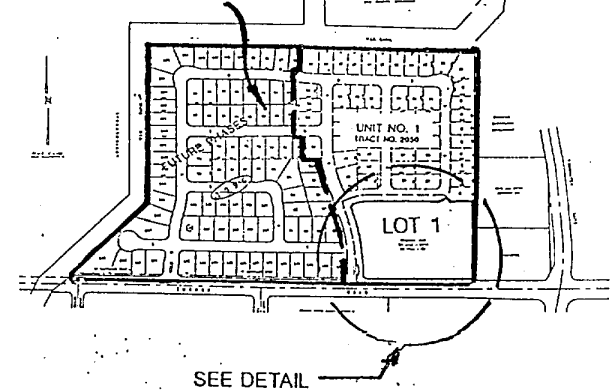
PUBLIC WORKS DEPARTMENT

EXHIBIT A NEIGHBORHOOD PARK SITE

BRIDGETOWNE SUBDIVISION



BRIDGETOWNE SUBDIVISION

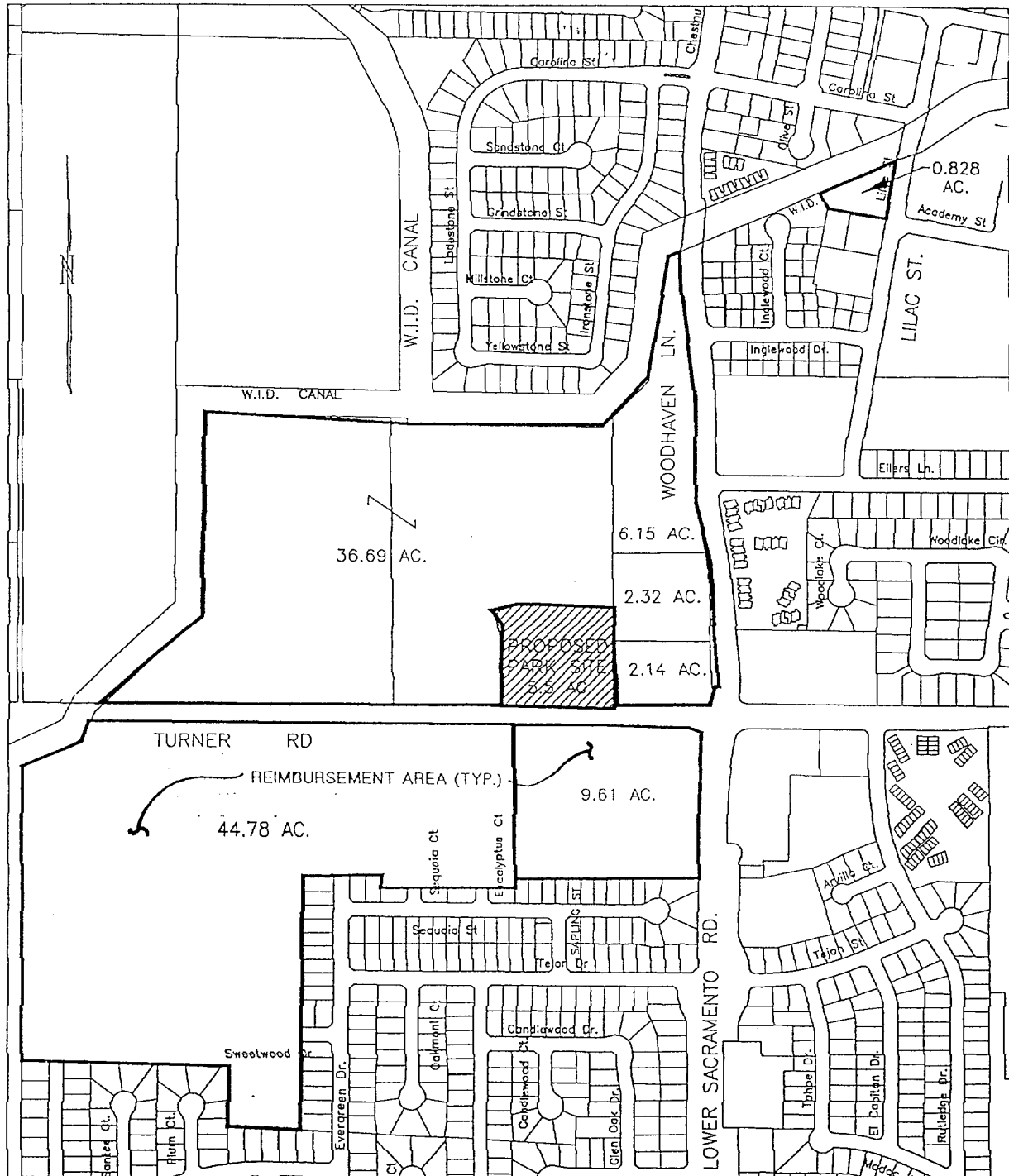




CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT B NEIGHBORHOOD PARK SITE



RESOLUTION NO. 96-167

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI
APPROVING THE AGREEMENT FOR PURCHASE OF NEIGHBORHOOD
PARK SITE IN BRIDGETOWNE, UNIT NO. 1
=====

WHEREAS, the City of Lodi Park, Recreation and Open Space Master Plan includes a future neighborhood park (Identified as Woodbridge Park in the Master Plan) within the boundaries of the Bridgetowne development; and

WHEREAS, in conformance with the Master Plan, staff has negotiated an agreement for acquisition of the park site with the developers of the Bridgetowne project; and

WHEREAS, the Agreement addresses reimbursement for the park site, installation of off-site street improvements fronting the park site, and installation of specified on-site improvements within the park as shown in Exhibit 1 attached hereto; and

WHEREAS, staff recommends approval of the Agreement for the purchase of a neighborhood park site in Bridgetowne, Unit No. 1, and further recommends transfer/allocation of funds from the Parks and Recreation Development Impact Mitigation Fee Fund in accordance with the terms of the Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi hereby approves the Agreement for the purchase of a neighborhood park site in Bridgetowne, Unit No. 1, and directs the City Manager and City Clerk to execute said Agreement on behalf of the City; and

BE IT FURTHER RESOLVED by the City Council that funds be transferred/allocated from the Parks and Recreation Development Impact Mitigation Fee Fund in accordance with the Agreement.

Dated: November 6, 1996

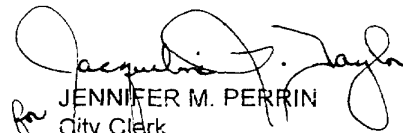
I hereby certify that Resolution No. 96-167 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 6, 1996 by the following vote:

AYES: Council Members - Davenport, Mann, Pennino, Sieglock
and Warner (Mayor)

NOES: Council Members - None

ABSENT: Council Members - None

ABSTAIN: Council Members - None


JENNIFER M. PERRIN
City Clerk

CITY COUNCIL

DAVID P. WARNER, Mayor
PHILLIP A. PENNINO
Mayor Pro Tempore
RAY G. DAVENPORT
STEPHEN J. MANN
JACK A. SIEGLOCK

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710

H. DIXON FLYNN
City Manager
JENNIFER M. PERRIN
City Clerk
RANDALL A. HAYS
City Attorney

November 1, 1996

Mr. Fred Baker
317 West Lodi Avenue
Lodi, CA 95240

Baumbach & Piazza
323 West Elm Street
Lodi, CA 95240

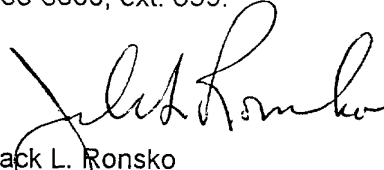
SUBJECT: Agreement for Purchase of Neighborhood Park Site in Bridgetown,
Unit No. 1 (\$660,000)

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, November 6, 1996, at 7 p.m. The meeting will be held in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to address the Council at the Council meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Jennifer Perrin, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Sharon Welch at 333-6800, ext. 659.



Jack L. Ronsko
Public Works Director

JLR/lm

Enclosure

cc: City Clerk ✓